

Case No.: CV11-6462 JAK (JCx)

**THE HON. MAGISTRATE JUDGE
JACQUELINE CHOOIJIAN**

DISCOVERY MATTER

STIPULATION FOR PROTECTIVE ORDER REGARDING PRODUCTION OF CONFIDENTIAL DOCUMENTS

[CORRECTION OF CROSS-REFERENCING ERROR MADE BY COURT TO PARAGRAPH 6]

1. As used herein, the words "DOCUMENT" or "DOCUMENTS" mean any kind of written, typewritten, printed, or recorded material whatsoever, including but not limited to, any notes, memoranda, charges, complaints, claims, affidavits, statements, papers, files, forms, data, tapes, printouts, letters, reports, communications, contracts, agreements, telegrams, records, correspondence, diaries, calendars, recordings and transcriptions of recordings, deposition

1 transcripts, information retrievable from computers, photographs, diagrams, or
2 other discovery responses, however produced or reproduced, and further includes,
3 without limitation, originals, all file copies, all other copies, no matter how
4 prepared, and all drafts prepared in connection with such documents whether or not
5 used.

6 2. This Protective Order shall govern all DOCUMENTS produced by
7 Plaintiff Brittany Jones (“Plaintiff”), Defendants Spherion Staffing LLC and SFN
8 Group, Inc. (“Defendants”), or any third party in response to any subpoenas or
9 discovery requests made in connection with this action containing information
10 about any of the following: personnel policies and procedures, contracts, trade
11 secrets, business operations of Defendants and third-parties, staffing models and
12 practices, pricing, finances, and any information protected by a statutory or
13 constitutional right to privacy (hereinafter “CONFIDENTIAL MATERIAL”).

14 3. A Party may designate documents which it produces as
15 CONFIDENTIAL MATERIAL by stamping each page containing
16 CONFIDENTIAL MATERIAL with the legend “Confidential,” or adding the
17 legend “Confidential” electronically to electronically stored information, or
18 otherwise designating such information and files or datasets containing such
19 information as “Confidential.” Confidential documents or information
20 inadvertently produced by either party without the “Confidential” designation may
21 be so designated upon reasonable written notice, and thereafter such documents or
22 information shall be treated as Confidential unless otherwise agreed or directed by
23 the Court.

24 4. In the event that deposition testimony contains the type of information
25 described in Paragraph 2 above, the Parties may designate such portions of
26 deposition testimony “Confidential” by advising the court reporter and/or
27 videographer on the record at the time such testimony is given, or within thirty (30)
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1 days after receipt of the transcript of the deposition, by notifying opposing counsel
2 in writing of the page and line numbers of the testimony deemed "Confidential."

3 5. The use of all CONFIDENTIAL MATERIAL produced in this
4 litigation, by either the parties or any third party ("Producing Party"), shall be
5 limited to the within action and such material shall not be used in connection with
6 any other actions or for any purpose unrelated to this action. In addition, all
7 CONFIDENTIAL MATERIAL shall not be disclosed to anyone other than
8 Plaintiff, Defendants, current officers or employees of Defendants, third parties
9 affiliated with Defendants; counsel for the parties (including such attorneys'
10 professional, stenographic, paralegal, clerical and other assistants who have direct,
11 functional responsibility for the preparation of this action for trial or any appeal
12 therefrom); expert witnesses, consultants, and/or vendors retained by the parties;
13 witnesses who testify at deposition or are expected to testify at trial; and the Court
14 in connection with any motion, hearing or other judicial proceeding. The
15 provisions of this Protective Order, however, shall not apply to a producing party's
16 own use of CONFIDENTIAL MATERIAL produced by such party.

17 6. CONFIDENTIAL MATERIAL shall only be disclosed to the
18 individuals described in paragraph 5 of this Protective Order under the conditions
19 set forth below:

20 (a) Any third party individual, expert witness, consultant, and/or
21 vendor retained by one party must execute the acknowledgement attached as
22 Exhibit A that they have read and understood this Protective Order and agree to be
23 bound by its terms before they may have access to another party's
24 CONFIDENTIAL MATERIAL. Absent compliance with these conditions, no
25 disclosure shall be permitted, unless otherwise ordered by the Court.

26 7. Upon final disposition of this action, including all appeals therefrom,
27 counsel for each receiving party shall, at its option, assemble and either destroy or
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1 return to counsel for the producing party all CONFIDENTIAL MATERIAL
2 (including all copies, extracts, abstracts, charts and summaries of the material,
3 whether written or otherwise recorded, except for any work product, briefs, or
4 other documents filed with the Court that contain, relate, or refer to
5 CONFIDENTIAL MATERIAL). If the receiving party elects to destroy any of the
6 CONFIDENTIAL MATERIAL (including all copies, extracts, abstracts, charts and
7 summaries thereof), he or it shall certify in writing to the producing party that he or
8 it has done so and shall certify that he or it retains no such CONFIDENTIAL
9 MATERIAL including all copies, extracts, abstracts, charts and summaries thereof.

10 8. The use of CONFIDENTIAL MATERIAL as evidence at trial or in
11 connection with the examination of witnesses at trial, shall be subject to such order
12 of the Court as may, at the time, be reasonably necessary to preserve the
13 confidentiality of the material involved. Nothing contained herein, however, shall
14 preclude either party from using the CONFIDENTIAL MATERIAL or information
15 contained therein at trial if same is relevant or admissible.

16 9. No part of the restrictions imposed by this Protective Order may be
17 terminated, except by written stipulation executed by counsel for each party or by
18 an order of this Court for good cause shown. The final disposition of this action
19 shall not relieve any person who has received CONFIDENTIAL MATERIAL from
20 the obligations imposed by this Protective Order.

21 10. If a party challenges a “Confidential” designation as to any discovery
22 material, it shall first notify in writing the attorneys of record for the designating
23 party and explain in writing the basis for the contention that the “Confidential”
24 designation is inappropriate. The designating party shall respond by explaining in
25 writing the basis for the designation. Following receipt of the designating party’s
26 explanation for the confidential designation, counsel shall promptly confer in an
27 attempt to resolve this objection. If the dispute is not resolved within twenty (20)
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1 days of the conference between counsel, the designating party shall follow the
2 procedures set forth in Central District Local Rule 37 for resolving the dispute.
3 The designating party shall bear the burden that good cause exists for the
4 designation. Until the Court decides the propriety of the designation, the Parties
5 will treat the documents in accordance with the designation made by the
6 designating party.

7 11. Any document that contains CONFIDENTIAL MATERIAL, or
8 encloses CONFIDENTIAL MATERIAL, or that refers to or quotes
9 CONFIDENTIAL MATERIAL, or that is otherwise designated by a party as
10 "Confidential," if filed with the court, shall be filed under seal pursuant to Local
11 Central District Rule 79-5.

12 12. This Court shall retain jurisdiction over all persons subject to this
13 Stipulation and Order after termination of this Action for the purpose of enforcing
14 this Stipulation and Order.

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17 **IT IS SO ORDERED.**

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19 DATED: 1/13/12

20 /S/
Honorable Jacqueline Chooljian
21 **UNITED STATES MAGISTRATE JUDGE**

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Exhibit A

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I, _____, declare under penalty of perjury under the laws of the United States of America and the State of California that I have read and agree to comply with and be bound by the terms of the Protective Order entered in *Brittany Jones v. Spherion Staffing LLC et al.*, United States District Court for the Central District of California, Case No. CV11-6462 JAK (JCx). I hereby consent to the jurisdiction of said Court for purposes of enforcing this Order.

Date: _____

Signature

Print Name

Title